

EXHIBIT 2

**REVISED REDACTED
VERSION OF DOCUMENT
SOUGHT TO BE SEALED**

EXHIBIT 1

FILED UNDER SEAL

Project Zing Review

April 11, 2016

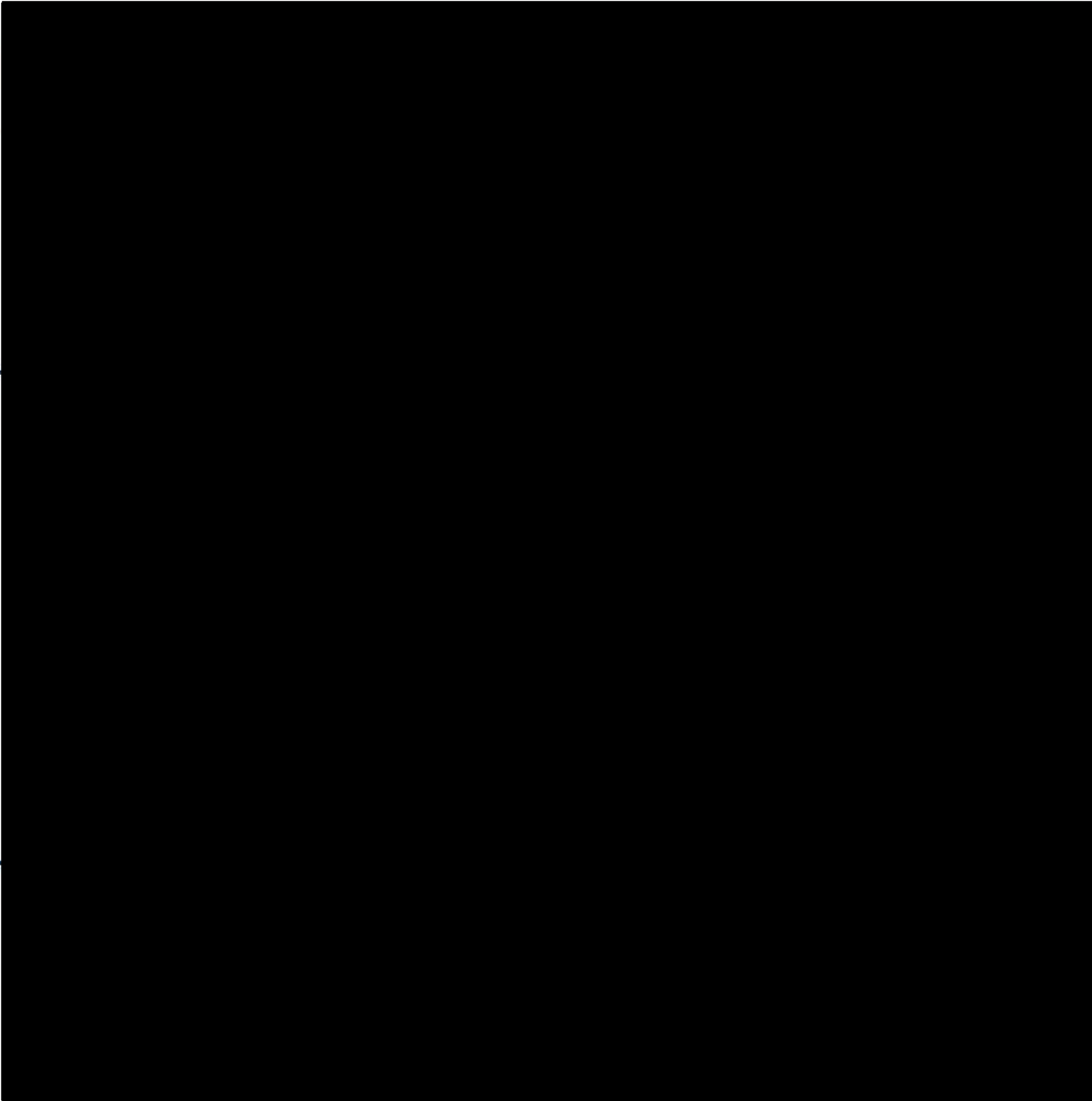
PRIVILEGED AND CONFIDENTIAL

A photograph of a woman with curly hair, wearing a white shirt and blue overalls, walking across a city street. She is carrying a brown bag. In the background, there are trees, a white truck, and tall buildings. A black rectangular box with the word "UBER" in white capital letters is overlaid on the bottom left of the image.

UBER

Deal Overview

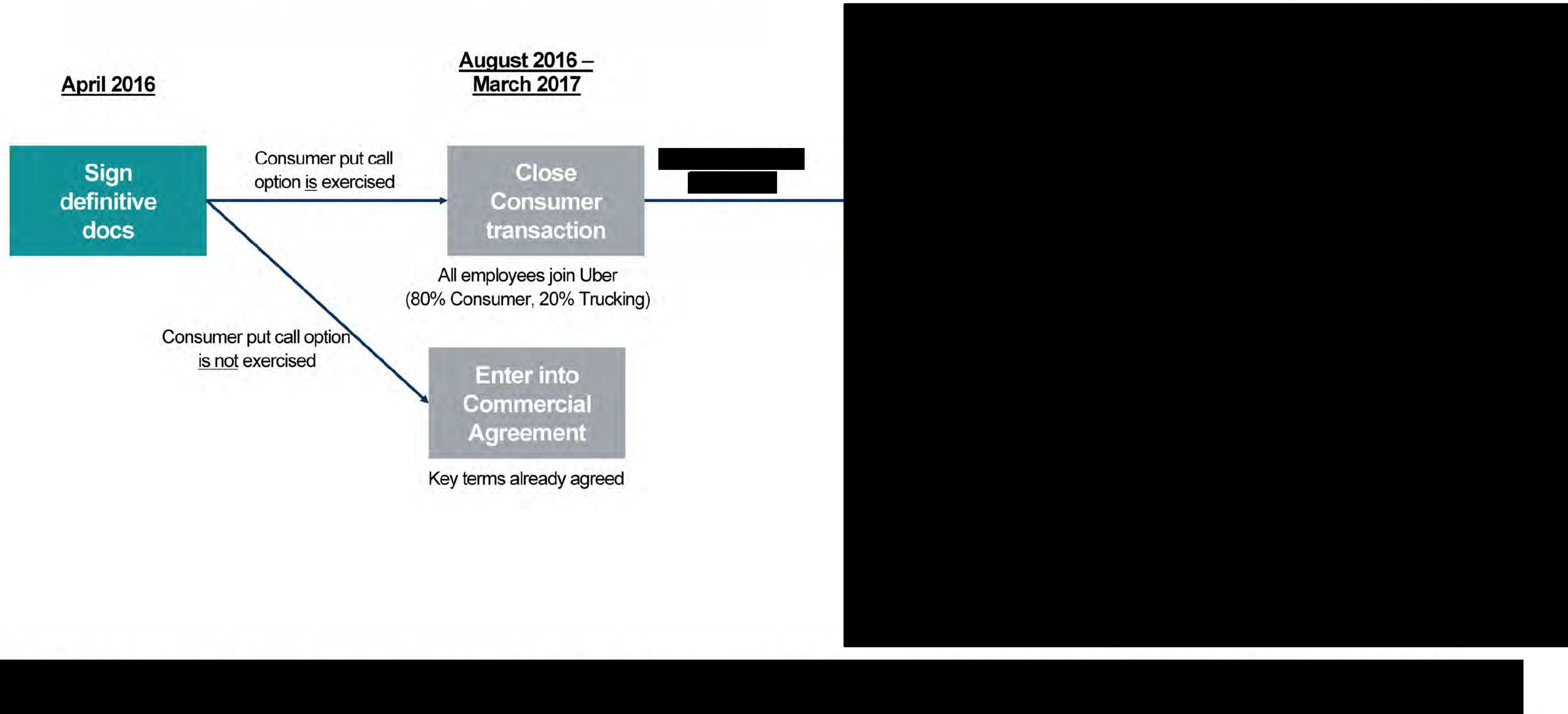
Consumer / Lasers	
Rationale	<ul style="list-style-type: none">Lasers are critical to Uber’s AV development, and Ottomotto is expected to de-risk our current laser approachOttomotto could significantly enhance our overall AV efforts and potentially accelerate current timelines
Terms	<ul style="list-style-type: none"><u>\$100k upfront cash + up to ~12M shares</u> of Uber restricted stock, totaling up to <u>~\$592M</u> based on Series G price of \$48.77Vesting of restricted stock tied to achievement of technical milestones, 20% tied to laser milestones and 80% tied to overall AV success*Minimum of 25 engineers to join Uber (could be as many as 50-100)Uber will indemnify a minimum of 5 key employees and Ottomotto for specific claims from former employers (e.g. IP, non-solicit), subject to certain restrictions and limitations
Structure	<ul style="list-style-type: none">Transaction structured as a put and call option, exercise period between August 2016 and March 2017Subject to certain restrictions, Uber can exercise the call option or Ottomotto can exercise the put option to effect the transaction



* Vesting of restricted stock also subject to Uber’s standard time-based and liquidity-based vesting requirements

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Deal Structure and Timing



Walk Away Rights and Indemnity Obligations

When Can We Walk Away?

- Litigation from former employers due to a “Material Adverse Claim”—defined as litigation which could result in a judgment that:
 - Substantially restricts Ottomotto from developing, making, selling, using or importing Ottomotto IP;
 - Prohibits Ottomotto from hiring (x) AL or (y) a majority of the key employees; or
 - Enforces a claim for damages for >\$100M
- Customary M&A closing conditions (e.g. MAE) if unrelated to indemnified claims (unless it’s a Material Adverse Claim)
- Injunctions against the transaction
- Ottomotto taking third party financing
- Less than 25 Ottomotto employees accept employment with Uber
 - 25 employees must include AL, LR and 2 out of the 3 remaining key employees

Do We Still Indemnify?

- Yes, for diligenced employees and Ottomotto (relating to actions of diligenced employees) for the following claims:
 - IP / trade secret misappropriation or infringement
 - Breach of non-solicitation, non-competition, fiduciary duty
- No deductible for diligenced employees and Ottomotto if transaction does not close

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- Diligenced employees commit post-signing bad acts (specific list of factual actions)*
 - Ottomotto hires additional diligenced employees despite Uber veto
 - Non-diligenced employees do not sign attestation as to no bad acts committed

- No indemnification

* See appendix for summary of diligence process

Appendix: Detailed Indemnity Summary

Pre-Signing Due Diligence

- Third party forensic expert performed DD on Anthony, Lior, and 3 other key employees
- Outside counsel performed patent diligence on Ottomotto's medium-range and long-range laser concept
- Uber received report from both forensic expert and outside counsel
- Based on our review of facts, Uber decided to move forward with signing of the Put Call Agreement

Indemnification if We Sign Put Call Agreement

- Unless they lose indemnity (per below), indemnity starts at signing for the following claims:
 - IP / trade secret infringement
 - Breach of non-solicitation, non-competition, fiduciary duty
- Indemnity only applies for employees who go through forensic DD process

Restrictions between Signing and Closing

- Diligenced employees cannot commit any post-signing bad acts (specific list of factual actions)
- For all employees hired, parties mutually agree on whether an employee must go through forensic DD
- For those that go through forensic DD, Uber has veto right over hiring
- For those that do not go through forensic DD, employee must sign an attestation as to no bad acts committed

Dollar Limits and Duration of Indemnity

- Deductible:
 - If we do not close, no deductible
 - [REDACTED]
- Cap: No cap on Uber's indemnification (regardless of whether we close or not)
- Duration: Statute of limitations

Exclusions from Indemnity

- If diligenced employees lie during forensic DD process and is discovered later, employees will not receive indemnity for claims based on those untruthful facts
- If diligenced employees commit any post-signing bad acts (per specific list)
- If other employees (other than diligenced employees) commit any bad acts and diligenced employees are dragged into claim, Uber will not indemnify diligenced employees or Ottomotto

Conditions to Closing / Loss of Indemnity

- If diligenced employees commit post-signing bad acts (per specific list):
 - Uber can choose not to close
 - Diligenced employees lose all indemnity
- If Uber chooses not to close for any other reason (e.g., MAE), diligenced employees keep their indemnity (regardless of Uber's choosing not to close)
- Uber cannot choose not to close for a litigation arising from an indemnifiable claim, unless there is a litigation due to a "Material Adverse Claim"

